

## CITY OF WILLIAMSBURG, VIRGINIA COMPREHENSIVE AGREEMENT BETWEEN OWNER AND PPEA CONTRACTOR

This Contract, dated this 23 day of September, 2010 between the CITY OF WILLIAMSBURG, a Virginia Municipal Corporation ("Owner") and CB&I, INC., a Texas Corporation ("PPEA Contractor"), doing business in Virginia as CB&I Constructors, Inc., whose Identification Number (FEIN) is 363046868, is binding among and between these parties as of the date of the Owner's signature.

### RECITALS

A. The legal address for the Owner and for the Contractor and the addresses for delivery of Notices and other project documents are as follows:

Owner - City of Williamsburg, Virginia

Attn - Jackson C. Tuttle II, City Manager

Address - 401 Lafayette Street

City, State, Zip - Williamsburg, VA 23185

Telephone (757) 220-6102

FAX (757) 220-6107

Contractor - CB&I, INC., a Texas Corporation, doing business in Virginia as CB&I Constructors, Inc.

Attn - Daniel A. Knight

Address - 24 Reads Way

City, State, Zip - New Castle, Delaware, 19720

Telephone (302) 325-8401

FAX (302) 325-8425

EMAIL: [www.CBI.com](http://www.CBI.com)

Contractor's Virginia License #: 2701-023269A

FEIN/SSN: 363046868

B. The Project is identified as and is entitled: City of Williamsburg Riverside Elevated Water Tank  
Project Code - PC# PPEA1900-11-01

General Project Description - Design and Construction of a 0.75 million gallon elevated water storage tank constructed in a Waterspheroid configuration to be part of Owner's public water supply system. Such Project is to be located on an irregular shaped parcel of land located in the City of Williamsburg containing 58608± sq. ft. provided by Owner (the "tank site") together with a 16 foot-wide access easement to U.S. Route 60.

C. The Virginia licensed Engineer who has been employed by PPEA Contractor to assist in design of the Project is identified as:

Architect/Engineer - Timmons Group

Address - 1001 Boulders Parkway, #300

City, State, Zip - Richmond, Virginia 23225

Telephone (804) 200-6500

FAX (804) 560-1016

EMAIL: [www.timmons.com](http://www.timmons.com)

D. The Project Code (PC#) indicated above is required to be shown for identification purposes on all project-related material and documents including, but not limited to, Notices, Change Orders, Submittals, Requests For Information, Requests For Quotes, Field Orders, minutes of meetings, correspondence, Schedule of Values and Certificate For Payment, test reports, and related material.

E. After competitive negotiation pursuant to the Virginia Public Procurement Act, PPEA Contractor is awarded this Contract to perform the Work described by the Contract Documents for the above-described Project ("the Project").

**THEREFORE**, in consideration of the Recitals set forth above, and good and valuable consideration as set forth below, the parties agree as follows:

**1. STATEMENT OF WORK:** The PPEA Contractor shall furnish all labor, equipment, and materials and perform all Work for the design and the construction of the Project in strict accordance with the Contract Documents. (All design services necessary to the Project, except for fabrication and construction plans and specifications for the tank structure, which will be designed by PPEA Contractor as part of the Work, have been performed by Timmons Group and all permits and approvals for the Project, except for such approvals as may be required for the tank structure have been obtained by Timmons Group, all as required by a certain Interim Agreement between Owner and PPEA Contractor dated May \_\_, 2010 (sic)). Fabrication and construction plans and specifications shall be subject to Owner's approval.

**2. CONTRACT DOCUMENTS:** This Contract shall consist of the following:

- This Comprehensive Agreement Between Owner and PPEA Contractor;
- Volume 2 of PPEA Contractor's Proposal dated January 5, 2010, attached hereto as "Attachment A" and as modified by "Attachment B" attached hereto.
- Interim Agreement between Owner and PPEA Contractor dated May \_\_, 2010 (sic);
- General Conditions of the Comprehensive Agreement, (referred to as the "General Conditions");
- Supplemental General Conditions,
- Project Plans and Specifications prepared by Timmons Group, entitled "RIVERSIDE WATER STORAGE TANK" bearing revision date of September 23, 2010.
- Plat of Project Site prepared by Timmons Group entitled "RIVERSIDE WATER TANK SITE, ACCESS ROAD EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT" dated March 22, 2010.

All of these documents are incorporated herein by reference.

HOWEVER, THE TERMS AND CONDITIONS OF THIS COMPREHENSIVE AGREEMENT SHALL IN ALL CASES PREVAIL OVER ANY AND ALL INCONSISTENT TERMS AND CONDITIONS OF VOLUME 2 OF PPEA CONTRACTOR'S PROPOSAL DATED JANUARY 5, 2010 AND THE INTERIM AGREEMENT BETWEEN OWNER AND PPEA CONTRACTOR DATED MAY \_\_, 2010 (SIC), NOTWITHSTANDING THEIR INCORPORATION BY REFERENCE HEREINABOVE. ANY AMBIGUITIES BETWEEN SUCH INCORPORATED DOCUMENTS AND THIS COMPREHENSIVE AGREEMENT SHALL BE RESOLVED BY REFERENCE TO AND IN ACCORDANCE WITH THIS COMPREHENSIVE AGREEMENT.

**3. TIME FOR COMPLETION:** The Work shall be commenced on a date to be specified in Owner's written Notice To Proceed which shall be given not later than October 31, 2010 and shall be Substantially Completed not later than November 15, 2011 which is the Contract Completion Date. The Work shall be finally completed within 30 days after the date of Substantial Completion of the Work, but in no case later than December 30, 2011.

**4. COMPENSATION TO BE PAID TO THE CONTRACTOR:** Owner agrees to pay and PPEA Contractor agrees to accept as full just and adequate compensation for the performance of all Work in accordance with the Contract Documents the Lump Sum Contract Price of ONE MILLION SEVEN HUNDRED EIGHTY THREE THOUSAND TWO HUNDRED SEVENTY SIX DOLLARS (\$1,783,276.00). Such amount is exclusive of One Hundred Twenty Five Thousand Dollars (\$125,000.00) heretofore paid by Owner as total consideration under the Interim Agreement between Owner and PPEA Contractor dated May \_\_, 2010 (sic), which amount PPEA Contractor hereby acknowledges has been paid in full and that no further payments are due and payable by Owner under such Interim Agreement. The Contract Price includes all Options designated by Owner in attachment A to the Interim Agreement, exclusive of the FAA Obstruction Light which is not required by FAA Regulations.

**5. PAYMENTS:** The procedures for requesting periodic progress payments for Work in place, and for requesting payments for properly stored materials are stated in the General Conditions. Unless otherwise provided under the Contract Documents, interest on payments due the Contractor shall accrue at the rate of one percent per month. § 2.2-4355 of the Code of Virginia.

**6. CONTRACTUAL CLAIMS:** Any contractual claims shall be submitted in accordance with the contractual dispute procedures set forth in Section 43 of the General Conditions.

**IN WITNESS WHEREOF,** the parties hereto on the day and year written below have executed this agreement in three (3) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

**PPEA CONTRACTOR:**

**CB&I, INC., d/b/a in Virginia as  
CB&I Constructors, Inc.**

By: \_\_\_\_\_  
(Typed Name & Title)

Date: \_\_\_\_\_, 2010

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER:**

**CITY OF WILLIAMSBURG, VIRGINIA**

By: \_\_\_\_\_  
(Typed Name & Title)

Date: \_\_\_\_\_, 2010

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The following are attached and made part hereof:

- Supplemental General Conditions (Form PPEA-2B)
- Notice of Award (Form PPEA-3)
- Notice to Proceed (Form PPEA-4)
- PPEA Performance Bond (Form PPEA-10)
- Standard Labor and Material Payment Bond (Form PPEA-10.1)
- PPEA Contract Change Order (Form PPEA-11)
- Application for Payment (Form PPEA-12)
- Affidavit of Payment of Claims (Form PPEA-13)
- Certificate of Substantial Completion by PPEA Contractor (Form PPEA-13.1)
- Certificate of Final Completion by PPEA Contractor (Form PPEA-13.2)